

EXHIBIT B

PROSERVE v. DUTY FREE

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DEPOSITION OF JOSEPH ARAGON CASE NO. 03-N-715

September 17, 2003

1 **A. Well, I told him I wasn't going to hire**
2 **union labor unless somebody else paid for it because**
3 **I was under no obligation to use union labor coming**
4 **into this deal.**

5 **Q. So when you left the meeting on**
6 **October 2, you had told Mr. Cicero that you were not**
7 **going to hire any union labor?**

8 **A. Unless someone else paid for it.**

9 **Q. Unless someone else paid for it?**

10 **A. Correct.**

11 **Q. Who was going to pay for it?**

12 **A. Duty Free.**

13 **Q. Did you tell Mr. Cicero that you would**
14 **use union labor if Duty Free paid for it?**

15 **A. Correct.**

16 **Q. Okay. Do you have any -- is that**
17 **conversation memorialized in any document?**

18 **A. I believe so, but I need to give it some**
19 **thought. It may have been addressed in the**
20 **November -- early November letter I wrote to Tom**
21 **Daniels.**

22 **Q. Okay.**

23 **A. But my conversations with Tom Daniels**
24 **were that I would try and negotiate a price, and if**
25 **Duty Free would pay for the additional union labor,**

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1 then that is fine. I would go forward. If they
2 wouldn't, I wouldn't.

3 Q. During this October 2 conversation with
4 Mr. Cicero, did you give him a specific number of
5 union personnel that you were expected to hire?

6 A. We discussed that at length, yes.

7 Q. And how many union laborers did you think
8 Mr. Cicero wanted you to hire?

9 A. Oh, I heard clearly how much he wanted me
10 to hire. He wanted union laborers working every job
11 on the project in all capacities; carpenter,
12 electrician, et cetera. We narrowed it down in the
13 course of this negotiation to specifically members
14 of his union.

15 Q. Okay.

16 A. And specifically one union member
17 available per shift or working per shift over the
18 course of a business day.

19 Q. So would that be two or three laborers
20 per day?

21 A. I wasn't involved in the day-to-day
22 operations.

23 Q. Okay. So -- and that agreement was
24 contingent upon Duty Free paying the extra costs of
25 these laborers?

EXHIBIT C

1 Q. I can probably show you a few documents here.
2 I'm showing you some payroll records from
3 Anastasi. Does that indicate to you
4 approximately when the water, the work on the
5 water main by Anastasi was conducted?

6 A. Yes. It was in March, the end of March.

7 Q. March of 2000 --

8 A. We were supposed to be done by the end of
9 December, so it got delayed quite a bit.

10 Q. So the water main is something that actually
11 occurs toward the end of a project?

12 A. Not necessarily always but it just depends on
13 how the job phases out and where the main is
14 going and stuff. It just all depends really.

15 Q. So Anastasi Trucking completed this work in
16 about March of 2002 and that process employed
17 I believe two Local 91 laborers, does that
18 sound about right?

19 A. Okay, yes. I don't know how many they were
20 hiring, they just said they used 91. When
21 they did work in the Falls they use 91.
22 Anastasi has a labor agreement with 91. I
23 don't know what that entails.

24 Q. Now, sometime after construction recommenced
25 on the bridge project what happened?

CERTIFICATE OF SERVICE

IT IS HEREBY certified that the foregoing document was filed on a ^{CD-ROM} ~~3 1/4 inch~~
~~diskette~~ in .PDF format, via hand delivery, with the following:

**CLERK OF THE COURT
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**
68 Court Street
Buffalo, New York 14202

IT IS HEREBY further certified that a true copy of the foregoing document was served, via hand delivery, upon the following:

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this 24th day of October, 2006.


SANDRA LEE WRIGHT